

U.S. Department of Justice
Washington, DC 20530

OMB NO. 1124-0006; Expires February 28, 2014

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant The Harbour Group, 2300 N Street NW, #1200, Washington, DC 200037	2. Registration No. 5478
3. Name of Foreign Principal Government of the Dominican Republic	4. Principal Address of Foreign Principal Ave. Mexico, Gazcue Distrito Nacional, Santo Domingo, Dominican Republic
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Administrative Ministry of the President b) Name and title of official with whom registrant deals Jose Ramon Peralta Fernandez, Administrative Minister of the Presidency	
7. If the foreign principal is a foreign political party, state: a) Principal address n/a b) Name and title of official with whom registrant deals c) Principal aim	

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

n/a

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

n/a

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

n/a

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A 1/27/2014	Name and Title Richard Marcus, Managing Director	Signature 
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U.S. Department of Justice
Washington, DC 20530

OMB NO. 1124-0004; Expires February 28, 2014

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
The Harbour Group, LLC

2. Registration No.
5478

3. Name of Foreign Principal
Government of the Dominican Republic

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See attachment.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide foreign principal with communications, consulting services relative to US-Dominican bilateral relations.

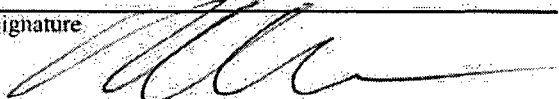
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Activities will include counseling and assisting the foreign principals in communications with US government policy makers and opinion leaders, outreach to media, think tanks, business leaders, experts, academics, etc. This will be achieved through the development and dissemination of informational materials, press releases, internet, email, pamphlets, letters, lectures, websites, and meetings.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 1/27/2014	Name and Title Richard Marcus, Managing Director	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

January 9, 2014

Minister José Ramón Peralta Fernández
Administrative Minister of the Presidency
Ave. México, Gazcue
Distrito Nacional
Santo Domingo, Dominican Republic

Dear Minister Peralta:

The Harbour Group (THG) looks forward to working with the Government of the Dominican Republic ("Client") to support efforts to communicate the government's position around key matters to media and other stakeholders in the United States. This agreement outlines the role, scope of work, and specific financial and billing terms of THG for the services specified below that will commence on January 9, 2014 and continue through June 30, 2014.

SCOPE OF WORK

THG will assist and support the Government of the Dominican Republic in the planning and execution of a communications program directed at US stakeholders. Our scope of work will focus on the following areas:

Media Relations Support – assist the Dominican Republic Embassy in Washington, DC and other governmental organizations with engagement and response to inquiries from US media, including the development of media relations and rapid response protocols. The THG team will work with Dominican Republic officials to identify and contact key media and other stakeholders in Washington, DC and other key US markets, in order to keep them informed/updated on timely bilateral or regional matters.

Message and Materials Development – assist in the preparation of clear positioning and make information more easily available to US stakeholders about the Dominican Republic generally, and about specific policies as required. Specific materials could include: messaging/talking points documents, Q&A documents, issue background briefing papers, op-eds, and website content.

Media Training – provide training sessions for Dominican Republic Government officials that will share tips and techniques for communicating with media and other stakeholders, simulate real-life interview and speaking situations, and practice messages and Q&A around key bilateral or regional matters.

Think Tank and Stakeholder Outreach – THG will develop and execute a plan to engage US third-party analysts and opinion leaders that shape the Dominican Republic's reputation and influence official decisions, including allies such as business and trade organizations or public figures.

Reputational Development – assist Dominican Republic officials with the development and implementation of a communications program to support efforts that will enhance the long-term

reputation and standing of the country. The THG team will identify opportunities to build long-term relationships among key third-parties/US opinion leaders, and position stories, commentary and analysis about the Dominican Republic's activities as a good regional neighbor and regional economic success story, among other topics.

BUDGET AND TERMS

THG professional fees will be US\$260,000, beginning January 9, 2014 and ending June 30, 2014. This fee is net of any local taxes and fees, payment of which will be the responsibility of the Client. The professional services fee covers: overall communications program management and core program elements such as: message and strategy development, materials development, media relations and rapid response, media training, think tank and stakeholder outreach, and media relations.

Out-of-pocket expenses such as translation, travel, media distribution, electronic database access, design, web hosting, paid advertising or sponsorships, opinion research and other expenses will be invoiced in addition to the professional fees. Expenses shall be listed on a category basis on each THG invoice, along with supporting documentation.

All expenses of more than US\$1,000.00 must be approved in advance by the Client. When/if advance payments to third parties are required, the Client agrees to pay THG as soon as practically possible upon presentation to the Client of any such third-party invoice. In addition, all airfare costs required by this project shall be the responsibility of the client and paid in advance of said travel.

Expenses associated with THG's Foreign Agent Registration Act (FARA) compliance and record-keeping will be billed to the Client.

THG's professional fees will be billed monthly and will be payable within fifteen (15) days of Client's receipt of THG's invoice. The professional services fee payment schedule will be as follows:

- US\$60,000 for January (recognizing a quick ramp-up and launch); and
- US\$40,000 per month from February through June.

Prior to beginning work, Client shall pay US\$80,000 ("Deposit") to THG, of which the amount will be applied against the final two invoices of the engagement (May and June). In addition, upon execution of this agreement, THG will submit its January invoice, which is payable within 15 days.

Termination

Either party may amend or terminate this agreement with one-month advance written notice to the other party. During the one-month period, the Client will be obligated to THG for all professional fees, expenses and third-party expenses necessary for the orderly wind-down of the program as well as to any fees or expenses agreed to by THG on the Client's behalf for vendors, consultants, subcontractors or any other third parties.

THG reserves the right, at its sole discretion, not to commence or continue any services under this agreement if the Client fails to remit any payment due hereunder within the time frame specified herein. It is clearly understood and agreed that should THG exercise its right hereunder, THG will not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties) arising out of or resulting from THG exercising such right.

Compliance

THG complies fully with US laws covering the representation of foreign governments and interests in the United States, specifically including FARA. Under FARA, THG activities that involve contacts with covered US persons must be publicly disclosed through regular filings with the US Department of Justice (DOJ). FARA also requires public disclosure of contracts with and expenses on behalf of the foreign client that involve covered activities. An English-language version of the contract will be filed with the DOJ's FARA unit.

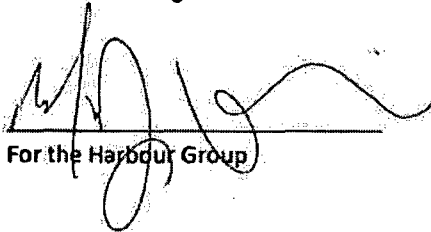
Indemnification

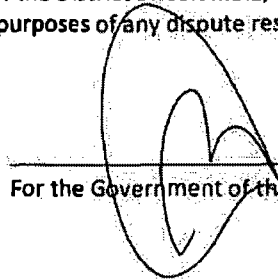
The Client shall indemnify and hold THG harmless with respect to any claims or actions instituted by any third party which result from the use by THG of material furnished to THG by the Client or where material created by THG is substantially changed by the Client. Information or data obtained by THG from the Client to substantiate claims or statements released by THG on the Client's behalf shall be deemed to be "materials furnished to THG by the Client." This paragraph, insofar as it applies to work undertaken while this agreement is in effect, shall survive the termination of this agreement.

THG agrees to indemnify and hold the Client harmless with respect to any claims or actions against the Client based on materials prepared by THG that have not been specifically approved by the Client. Such indemnity, however, shall be limited to claims covered by, and in an amount not exceeding, THG errors and omissions insurance policy in the amount of \$5 million.

This Agreement contains the entire agreement and understanding between the parties and can be amended only by written agreement of the parties.

This agreement shall be governed by the laws of the District of Columbia, and the English-language version of the agreement shall be used for the purposes of any dispute resolution.


For the Harbour Group


For the Government of the Dominican Republic

